

Issued: May 27, 1997

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Scope (Cont'd)

(G) (Cont'd)

- A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such facilities for Broadband Video services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer, which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of facilities for Broadband Video services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(H)

(D)

(D)

(This page filed under Transmittal No. 3.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Telephone Company Access to Equipment

The customer shall provide to the Telephone Company a point of entry to customer premises for purposes of installing, maintaining, testing and/or repairing Telephone Company provided equipment.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power required by the Telephone Company to provide service under this tariff. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

2.3.4 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities utilized in providing video transport service on the customer's premises. The amount of reimbursement shall be the actual cost for replacement of facilities or equipment lost, plus labor costs as specified in 5.3.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.5 Provision of Technical Requirements

For WVT, the customer shall provide at the transmit demarcation point a 75 ohm cable connection with a combined RF, AM-VSB signal with minimum signal quality parameters of CNR = 60 dB, CSO = -70 dBc, CTB = -70 dBc, levels of +25 dBmV per channel for analog channels, +5 dBmV per channel for digitally encoded channels, and an overall Spectrum slope of 0 dB (Flat).

The customer shall provide, for each RCDL, all signal quality parameters necessary for the Telephone Company to provide service at the level requested by the customer. The signal quality parameters provided by the customer must include but are not limited to CSO, CTB, CNR, Signal Levels, and Spectrum slope that are required at the demarcation point.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

## BROADBAND VIDEO SERVICES

### 2. GENERAL REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.6 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide Wholesale Video Transport Service caused by:

- the negligence or willful act of the customer, or
- resulting from the customer's improper use of the Telephone Company facilities, or
- due to malfunction of any facilities or equipment provided by other than the Telephone Company.

##### 2.3.7 References to Telephone Company

For WVT, the customer may advise its subscribers that WVT service is provided by the Telephone Company in connection with the service the customer furnishes to its subscribers; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

##### 2.3.8 Claims and Demands for Damages

The customer will indemnify and save harmless the Telephone Company from liability for defacement or damage to the premises of the customer which defacement or damages directly results from the furnishing of facilities for the video transport system or by removal thereof, and when such defacement or damage is the direct result of the negligence of the customer's employees or agents.

Except in an emergency situation, the customer shall not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company except as authorized in writing by the Telephone Company. The customer shall be responsible for damages to the facilities of the Telephone Company which are directly caused by the negligence or wrongful act of the customer's employees or agents.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages (Cont'd)

The customer shall indemnify and hold harmless the Telephone Company from any loss, damage, cost or expense incurred by the Telephone Company with respect to the customer's installation, operation, or maintenance of that portion of the video transport system which is required to be installed, operated or maintained by the customer pursuant to the terms of this tariff.

With respect to claims of patent infringement or copyright made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.

The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's Broadband Video facilities provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Availability for Testing

The services provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the service in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.10 Design of Customer Services

Subject to the provisions of 2.1.6, the customer shall be solely responsible at its expense for the overall design of its services. The customer shall be responsible at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in Broadband Video services, operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the Broadband Video service.

2.3.11 Coordination With Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.12 Rights-of-Way

To the extent that customers possess rights-of-way which have been granted or obtained for purposes of providing service to their subscribers, and to the extent lawfully permitted, customers shall permit the Telephone Company to use, at no cost to either the Telephone Company or customer, such rights-of-way for purposes of providing Broadband Video Services.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of Broadband Video service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company.

A deposit may not exceed the actual or estimated rates and charges for the Broadband Video service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

At such time as the provision of service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the service to the customer.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

- (B) Where the provision of Broadband Video service requires facilities that meet any of the conditions specified in 6.1.1, Special Construction charges in Section 6 will apply.
- (C) The Telephone Company shall bill Broadband Video services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.

All rate elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the service already billed will be credited on the final bill. Bills are due when rendered.

Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 3.2.2 will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038



Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(D) All bills to the customer are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, service may be discontinued as specified in 2.1.7.

- (1) If the entire amount billed is not received by the Telephone Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1/12th of the percentage rate for deposit interest as that in 2.4.1(A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

- If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.
- If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

(2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount.

- If the claim is received within 6 months of the payment due date, and the customer has paid the total billed amount, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of overpayment.
- If the claim is received more than 6 months from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was received or the date of overpayment.

A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate in (1).

The Telephone Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
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Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

(2) (Cont'd)

- If resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge in (1).
- If resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge in (1) may have been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed amount and an amount equal to the percentage rate in (1).

2.4.2 Minimum Periods

The minimum periods for which WVT services are provided and which rates and charges are applicable are in 3.2.2.

2.4.3 Cancellation of an Order

Provisions for the cancellation of Broadband Video service order are in 3.2.3.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
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Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(A) General

Facilities for Broadband Video services are interrupted when they become unusable to the customer because of a failure of a component used to furnish such facilities under this tariff, or when the service is preempted as a result of invoking NSEP Treatment or when the application of protective controls interrupt all transmission paths. An interruption period starts when Telephone Company personnel become aware that such facilities are inoperative.

The credit allowance(s) for an interruption or for a series of interruptions will be computed based upon the billing method which applies to the service being credited. In no case will the credit allowance for service interruptions exceed the applicable charges for the billing period during which the interruption occurred.

In the event that Broadband Video Service does not meet the required specifications due to the fault or failure of the Telephone Company, and such failure is not corrected within 4 hours of receipt of notice from the customer, the customer shall be entitled to service credits for such outages. The credit allowance shall be equal to 1/30th of the monthly charges for the portion of the service affected for such four hour period and thereafter for each subsequent 24 hour period that such outage continues. The credit allowance shall not exceed the applicable monthly charges for the interrupted service for the billing period during which the interruption occurred.

(This page filed under Transmittal No. \_\_\_\_.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of facilities for Broadband Video services due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of facilities for Broadband Video services during any period in which the Telephone Company is not afforded access to the premises where such facilities are terminated.
- (4) Interruptions of facilities for Broadband Video services during an agreed upon period when the customer has released such facilities to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in facilities. Should the maintenance, rearrangement, or order implementation interruption period extend beyond the agreed upon period, credit allowance will apply.
- (5) Interruptions of facilities which continue because of the failure of the customer to authorize replacement of any element of Special Construction, as set forth in Section 10 following. The period for which no credit allowance is made begins on the seventh day after the Telephone Company's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.

(This page filed under Transmittal No. \_\_\_\_.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038

Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When Credit Allowance Does Not Apply (Cont'd)

- (6) Periods when the customer elects not to release facilities for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(C) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that facilities for Broadband Video services are interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(D) Temporary Surrender of Facilities

In certain instances, the customer may be requested to surrender facilities for Broadband Video services for purposes other than maintenance, testing or activity relating to an order. If the customer consents, or in the instance of preemption under NSEP Treatment as set forth in Section 2.1.8 preceding, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.4.4(A) preceding.

(This page filed under Transmittal No. \_\_\_\_.)

Director - Pricing and Tariffs  
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Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.5 Definitions

Agent - The term "Agent" is defined as that person or entity that the Telephone Company acknowledges as controlling decisions pertaining to equipment placement or that person or entity duty authorized to act in that capacity by the physical owner of the premises.

Broadband Video Service Order - The term "Broadband Video Service Order" denotes a document (i.e., order) used by the Telephone Company to process a customer's request used for Broadband Video Services offered under this tariff.

Carrier to Noise Ratio - The term "Carrier to Noise Ratio" (CNR) is a signal quality measurement parameter which denotes the ratio of the visual carrier to the noise power floor expressed in dB.

Composite Second Order - The term "Composite Second Order" (CSO) is a signal quality measurement parameter which denotes the products generated by direct addition or subtraction of fundamental visual carrier frequencies expressed in dBc.

Composite Triple Beat - The term "Composite Triple Beat" (CTB) is a signal quality measurement parameter which denotes the products generated by third order distortions resulting from addition and subtraction of fundamental visual carriers with the second harmonic of other visual carriers, or the addition and subtraction of the culmination of three visual carriers. Composite Triple Beat is expressed in dBc.

Confirmed Order - The term "Confirmed Order" denotes a customer's order for service which the Telephone Company has processed with the Engineering Department to confirm for the customer and the Telephone Company the capability to technically provision and the availability of facilities and/or equipment, for which the Telephone Company confirms to the customer that the established due date can be met.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
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Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.5 Definitions (Cont'd)

Customer - The term "Customer" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff.

Demarcation Point - For WVT, the term "Demarcation Point" denotes the point in the Telephone Company's video transport system where its video transport facility meets and is interconnected to the customer's facilities. The demarcation point will be at the 75 ohm coaxial cable connection port at the transmit (laser transmitter) and receive (optical receiver) ends of the Telephone Company's video transport system.

Facility - The term facility denotes generically the various transmission media used for the transmission of Broadband Video services.

Firm Order Confirmation Date - The term "Firm Order Confirmation (FOC) Date" denotes the date that the Telephone Company will provide the schedule of dates for the provisioning activities associated with the customer's request for service.

Head-end Customer Designated Location - The term "Head-end Customer Designated Location" (HCDL) denotes the interface point at which the WVT video and audio signals are received, assembled and processed for transmission by the customer over the video transport network.

National Security Emergency Preparedness (NSEP) Services - The term "National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
600 Hidden Ridge, Irving, Texas 75038



Issued: May 19, 1995

Effective: July 3, 1995

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2. GENERAL REGULATIONS (Cont'd)

2.5 Definitions (Cont'd)

Order Interval - The term "Order Interval" denotes the interval between the Scheduled Issue Date and the Service Date.

Receive Customer Designated Location - The term "Receive Customer Designated Location" (RCDL) denotes a location specified by the customer for the purposes of terminating the Wholesale Video Transport broadcast video and audio signals from the HCDL.

Scheduled Issued Date - The term "Scheduled Issued Date" denotes the date the Telephone Company is scheduled to issue the confirmed order to all associated workgroups.

Service Date - The term "Service Date" denotes the date that the Broadband Video service is to be placed in service. A confirmed order is required to establish a service date.

Spectrum Slope - The term "Spectrum Slope" denotes the difference of signal levels expressed in dBmV from the level of the lowest frequency to that of the highest. A positive (+) slope indicates that the highest frequency signal level is greater than the lowest frequency level. A negative (-) slope indicates that the highest frequency signal level is less than the lowest frequency signal level. A "flat" slope indicates that the highest frequency signal level and the lowest frequency signal level are equal.

Subscriber - The term "Subscriber" denotes the party subscribing to services offered by the Customer.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
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Issued: May 19, 1995

Effective: July 3, 1995

BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.5 Definitions (Cont'd)

Video Transport System - The term denotes the transport system consisting of the laser transmitters, the optical fiber cable transport facilities, and the optical receivers or other termination devices.

Wire Center - The term "Wire Center" denotes a location in which one or more central office switches, and cross connection equipment used for the provision of Telephone Company telecommunications services, are located.

2.6 Wholesale Video Transport Provided By More Than One Telephone Company

- (A) When WVT service is provided by more than one telephone company, each telephone company will bill, in accordance with its respective tariff, for the portion of the service it provides.

The airline mileage is determined using the V&H method in the (x)  
National Exchange Carrier Association (NECA) Tariff FCC No. 4. (x)

(x) Issued under authority of Special Permission No. 95-216 of the FCC.

(This page filed under Transmittal No. 1.)

Director - Pricing and Tariffs  
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